

Remarks

Reconsideration and reexamination of the above-identified patent application, as amended, are respectfully requested. Claims 1-23 are pending in this application upon entry of this Amendment. In this Amendment, the Applicant has amended claim 1. No claims have been added, cancelled, or withdrawn in this Amendment. Of the pending claims, claims 1 and 13 are the only independent claims.

Claim Rejections - 35 U.S.C. § 112

In the final Office Action mailed April 11, 2005, the Examiner rejected claims 11 and 12 under 35 U.S.C. § 1.112 as lacking sufficient antecedent basis. Pursuant to the Examiner's recommendation, independent claim 1 from which the rejected claims 11 and 12 depend, has been amended to provide proper antecedent basis. Accordingly, the Applicant respectfully requests that these rejections be withdrawn. Furthermore, claim 1 as amended does not raise any new issues requiring further consideration and/or search by the Examiner.

Claim Rejections - 35 U.S.C. § 103

Claims 1-3, 6-10, 13-15, and 18-21 were rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 5,537,314 issued to Kanter ("Kanter") in view of U.S. Patent No. 6,029,102 issued to Elsmann ("Elsmann") and in view of U.S. Patent No. 6,356,877 issued to Schulden ("Schulden"). Claims 4 and 16 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Kanter in view of Elsmann, in view of Schulden, and in view of U.S. Patent No. 5,612,527 issued to Ovadia ("Ovadia"). Claims 5 and 17 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Kanter in view of Elsmann, in view of Schulden, and in view of U.S. Patent No. 6,149,466 issued to Bricault ("Bricault"). Claims 11, 12, 22, and 23 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Kanter in view of Elsmann, in view of Schulden, and in view of U.S. Patent No. 5,359,182 issued to Schilling ("Schilling"). Applicant respectfully traverses the above rejections and

believe that the claims are patentable under 35 U.S.C. § 103(a) for at least the following reasons.

Independent claim 1 recites, among other limitations,

"A method for providing rebates to automobile owners based on purchases made at participating retailer locations, the method comprising:

* * *

providing the customer with a customer identification badge containing a plurality of customer information;"

and

" providing a rebate to the customer wherein the rebate is calculated based on the purchase information, and wherein the customer identification badge expires after a pre-determined time interval if the customer does not verify that he or she continues to possess the automobile."

In the final Office Action, the Examiner posited that Kanter discloses providing the customer with a customer identification badge containing a plurality of customer information. Referring to col. 17, lines 53-63 and col. 20, lines 50-57, (which were cited by the Examiner), Kanter discloses entering a participant's account number that may be encoded in a magnetic strip or a plastic card and a procedure for becoming a participant with a sponsoring company. As such, Kanter does not teach the limitation of providing the customer with a customer identification badge containing a plurality of customer information.

The Examiner further posited that Kanter in combination with Schulden teaches providing a rebate to the customer wherein the rebate is calculated based on the purchase information, and wherein the customer identification badge expires after a pre-determined time interval if the customer does not verify that he or she continues to possess the automobile. In particular, the Examiner posited that Kanter at col. 16, lines 42-52 combined with Schulden (with no specific citation) discloses the above limitation. Specifically, the Examiner states that ". . . in Schulden that the user must be the owner and must be in possession of the vehicle."

The Examiner further states that, "The user is verified as being in possession of the vehicle by verifying that an intact sticker is in place on the vehicle. Also, notice that in Schulden that the rebates expire after pre-determined time periods." (Office Action, p. 5) Contrary to the Examiner's assertion, Schulden discloses an apparatus in process for automated payment for the attachment of advertising to a vehicle. Referring to col. 6, lines 23-33, Schulden discloses that the owner of a vehicle is entitled to a credit if a predetermined time period has passed and the contract between the vehicle owner and the advertising agency has not yet expired and if the advertising medium 16 is attached to the vehicle 12 in an intact state. Applicant submits that the passage of a predetermined time period in addition to the expiration of the contract as taught by Kanter are both related to the vehicle owner's receipt of a credit. The passage of a predetermined time period and the expiration of the contract between the vehicle owner and the advertising company are *not* related to the expiration of a customer identification badge. Accordingly, contrary to the Examiner's assertion, neither Kanter nor Schulden teaches providing a rebate to the customer wherein the rebate is calculated based on the purchase price and wherein the *customer identification badge expires* after a predetermined time interval if the customer does not verify that he or she continues to possess the automobile. As such, independent claim 1 is patentable over the cited art and Applicant respectfully requests withdrawal of the rejection. Dependent claims 2-12 depend from independent claim 1 and are likewise patentable for at least the foregoing reasons.

Additionally, dependent claim 2 is patentable over the cited art for at least the following additional reasons. Dependent claim 2 adds the limitation of, "the customer identification badge is updated to reflect that the customer continues to possess the automobile." Neither Kanter nor Schulden discloses the foregoing limitation and accordingly, dependent claim 2 is patentable for at least the above reasons.

Furthermore, dependent claim 6 which depends from independent claim 1 is patentable over the cited art for at least the following additional reasons. Specifically, dependent claim 6 recites, "the rebate comprises a check mailed to the customer at quarterly annual time intervals." The Examiner suggests that col. 16, lines 47-52 and col. 25, lines 5-15

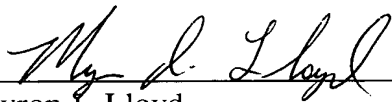
disclose the rebate comprising a check mailed to the customer at quarterly annual time intervals. Referring to col. 16, lines 47-52, Kanter teaches the realization of *multi-level credit and/or awards* at multiple sponsoring companies. Referring to col. 25, lines 5-15, Kanter teaches *billing procedures* that include periodic mailing of balance due statements. As such, the cited excerpts from col. 16 and col. 25 have diverging purposes. Col. 16, lines 47-52 concerns the realization of *awards* while col. 25, lines 5-15 concerns *billing* procedures that include periodic mailing of balance due statements. Hence, Kanter does not teach the limitation of a rebate comprising a check mailed to the customer at quarterly annual time intervals. Thus, dependent claim 6 is patentable over the cited art for at least the above additional reasons.

Independent claim 13 recites the limitation of generating, "a rebate for the customer based on the purchase information, wherein the customer identification badge expires after a pre-determined time interval if the customer does not verify that he or she continues to possess the automobile." As discussed in the foregoing, the instant limitation of independent claim 13 is not taught, suggested, or disclosed by the cited art. Accordingly, independent claim 13 is patentable over the cited art and Applicant respectfully requests withdrawal of the rejection. Dependent claims 14-23 depend from independent claim 13 and are likewise patentable over the cited art for at least the above reasons, and Applicant respectfully requests withdrawal of the rejection.

Conclusion

In summary, claims 1-23 meet the substantive requirements for patentability. The case is in appropriate condition for allowance. Accordingly, such action is respectfully requested. If a telephone or video conference would expedite allowance or resolve any further questions, such a conference is invited at the convenience of the Examiner.

Respectfully submitted,

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